

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION II

-----X
In the Matter of the MERCURY REFINING
SUPERFUND SITE

[See Appendix A]

Proceeding under Section 122(g)(4) of the
Comprehensive Environmental Response,
Compensation, and Liability Act of 1980, as
amended, 42 U.S.C. 9622(g)(4).
-----X

ADMINISTRATIVE
SETTLEMENT AGREEMENT
ORDER ON CONSENT

CERCLA-02-2011-2012

I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987). This authority was further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14-C and 14-14-D and redelegated within Region II to the Director of the Emergency and Remedial Response Division by Regional Order No. R-1200, dated November 23, 2004.

2. This Settlement Agreement is issued to the persons, corporations, or other entities identified in Appendix A ("Respondents"). Each Respondent agrees to undertake all actions required by this Settlement Agreement. Each Respondent further consents to and will not contest EPA's jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

3. EPA and Respondents agree that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability by Respondents. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Settlement Agreement.

II. STATEMENT OF PURPOSE

4. By entering into this Settlement Agreement, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Mercury Refining Superfund Site (the "Site") pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows each Respondent to make a cash payment, including a premium, to resolve its alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, and the claims of each Respondent which have been or could have been asserted against the United States with respect to this Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with each Respondent for its fair share of response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, and by other persons, and to provide for full and complete contribution protection for Respondents with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

a. "Adjusted Weight" shall mean the weight of all hazardous substance-containing materials sent or brought to the Site for treatment or disposal prior to February 15, 1994, 15% of the weight of all hazardous substance-containing materials sent to the Site on or after February 15, 1994, but not the weight of batteries sent to the Site after May 15, 1995.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675.

c. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any

successor departments, agencies or instrumentalities.

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

f. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

h. "Parties" shall mean EPA and Respondents.

i. "Respondents" shall mean those persons, corporations, or other entities identified in Appendix A.

j. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C. § 9601(25).

k. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

l. "Settlement Agreement" shall mean this Settlement Agreement and Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

m. "Site" shall mean the Mercury Refining Superfund Site, which includes the property known as 26 Railroad Avenue located in the Towns of Guilderland and Colonie, Albany County, New York and is generally shown on the map attached as Appendix B.

n. "United States" shall mean the United States of America, and each department, agency and instrumentality of the United States, including EPA.

IV. STATEMENT OF FACTS

6. The Site was operated by Mercury Refining Company, Inc. ("Mereco") from the late-1950's until 1998 as a mercury reclamation facility. During this time, special "retort" ovens were used to heat mercury-bearing materials to recover mercury, which was then further processed and refined on the Site before being sold. EPA has catalogued over 7,200,000 pounds of material which was sent to the Site for mercury reclamation.

7. Mercury, which is a hazardous substance as that term is defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), has been released at or from the Site, and there is a threat of further such releases into the environment. In the course of Site processing operations, air emissions, discharges of mercury-containing wastes into a storm sewer, dumping of mercury-containing residues from the retort process, other sloppy materials handling, and a fire caused mercury to be released onto the soils and into groundwater and surface water at the Site.

8. From 1983, when the Site was placed on the National Priorities List, through November 1999, the lead agency with respect to the planning and implementation of response actions at the Site under the National Contingency Plan, 40 CFR Part 300, was the New York State Department of Environmental Conservation ("NYSDEC"). In November 1999 NYSDEC requested that EPA take over the lead in the remediation of the Site under the Superfund program.

9. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. Such response actions have included the performance of a Remedial Investigation/Feasibility Study, issuance of a proposed plan and Record of Decision, a responsible party search, negotiation of a Remedial Design Administrative Settlement Agreement and Order, issuance of a unilateral administrative order for remedial design, and oversight of work toward the completion of the remedial design.

10. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site. EPA has incurred \$6,109,942.00 in response costs through November 30, 2010.

11. In accordance with a 2003 settlement, EPA collected \$497,389.80 from Mereco and \$30,000 plus Interest, from Leo Cohen, the owner and founder of Mereco. This settlement was based on Mereco's and Leo Cohen's ability to pay.

12. In accordance with a 2009 settlement, EPA collected \$3,743,361.69 from 291 *de minimis* parties at the Site who arranged for disposal or treatment at the Site, or arranged with a transporter for transport for disposal or treatment at the Site, of a hazardous substance owned or possessed by such party.

13. In accordance with two 2010 settlements, EPA collected a total of \$161,217.67 from four *de minimis* parties at the Site who arranged for disposal or treatment at the Site, or arranged with a transporter for transport for disposal or treatment at the Site, of a hazardous substance owned or possessed by such party.

14. Respondents each arranged for disposal or treatment at the Site, or arranged with a transporter for transport for disposal or treatment at the Site, of a hazardous substance owned or possessed by such Respondent.

15. The amount of Adjusted Weight contributed to the Site by each Respondent is less than 1.0% of the total amount of Adjusted Weight contributed to the Site by persons or entities whom EPA has been able to locate. In addition, the amount of hazardous substances contributed to the Site by each Respondent is less than 1% of the total amount of hazardous substances at the Site. The hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. The Adjusted Weight contributed to the Site by each Respondent is listed on Appendix C.

16. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund and by other persons is approximately \$16,000,000. The respective payment required to be made by each Respondent pursuant to this Settlement Agreement is a minor portion of this total amount.

V. DETERMINATIONS

17. Based upon the Statement of Facts set forth above and on the administrative record for this Site, EPA has determined that:

a. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

c. Each Respondent is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

d. There has been an actual or threatened "release" of a "hazardous substance" at the Site as those terms are defined in Sections 101(22) and (14) of CERCLA, 42 U.S.C. §§ 9601(22) and (14).

e. The actual or threatened "release" caused the incurrence of response costs.

f. Settlement with Respondents is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

g. As to each Respondent, this Settlement Agreement involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

h. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to

the Site by each Respondent are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. SETTLEMENT AGREEMENT AND ORDER

18. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

19. Within 30 days after the effective date of this Settlement Agreement, each Respondent shall pay to the EPA Hazardous Substance Superfund the amount set forth for such Respondent in Appendix C to this Settlement Agreement.

20. Each Respondent's payment includes an amount for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium to cover the risks and uncertainties associated with this settlement, including, but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the EPA Hazardous Substance Superfund, or by any other person, will exceed the estimated total response costs upon which Respondents' payments are based.

21. Each payment shall be made by electronic funds transfer ("EFT"). To effect payment via EFT, each Respondent shall instruct its respective bank to remit payment in the required amount via EFT using the following information, or such other updated EFT information:

- . Amount of payment
- . Bank: **Federal Reserve Bank of New York**
- . Account code for Federal Reserve Bank account receiving the payment: **68010727**
- . Federal Reserve Bank ABA Routing Number: **021030004**
- . SWIFT Address: **FRNYUS33**
- . 33 Liberty Street
- . New York, NY 10045
- . Field Tag 4200 of the Fedwire message should read:
D 68010727 Environmental Protection Agency
- . Name of remitter:
- . Agreement and Order Index number: **CERCLA-02-2011-2012**
- . Site/spill identifier: **02-76**

The total amount to be paid by each Respondent pursuant to Paragraph 19 shall be deposited by EPA in the Mercury Refining Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with

the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

22. At the time of payment, each Respondent shall send notice that such payment has been made by email to acctsreceivable.cinwd@epa.gov, and to:

U.S. Environmental Protection Agency
Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, OH 45268

and

Sharon E. Kivowitz
Mercury Refining Site Attorney
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 17th Floor
New York, NY 10007

VIII. FAILURE TO MAKE PAYMENT

23. If a Respondent fails to make full payment within the time required by Paragraph 19, such Respondent shall pay Interest on the unpaid balance. In addition, if a Respondent fails to make full payment as required by Paragraph 19, the United States may, in addition to any other available remedies or sanctions, bring an action against such Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(i) of CERCLA, 42 U.S.C. § 9622(i), for failure to make timely payment.

IX. CERTIFICATION OF RESPONDENT

24. By signing this Settlement Agreement, each Respondent certifies that to the best of its knowledge and belief, it:

a. if requested by EPA, has conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors, or agents, *which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage, or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;*

b. has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the Site after notification of potential liability or the filing of a suit against it regarding the Site; and

person asserts or has asserted a claim or cause of action relating to the Site against such Respondent.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

31. Except as provided in Paragraph 30 (Waiver of Claims), nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Paragraph 30 (Waiver of Claims), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

32. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 25.

33. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(2), and that each Respondent is entitled, as of the effective date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are all response actions taken, or to be taken, and all response costs incurred, or to be incurred, at or in connection with the Site, by the United States or any other person, provided, however, that if the United States exercises rights under the reservations in Section XI (Reservations of Rights by United States), other than in Paragraph 26(a) (claims for failure to meet a requirement of the Agreement) or 26(b) (criminal liability), the "matters addressed" in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation. In the event that a Respondent's waiver of claims becomes inapplicable in accordance with Paragraph 30, the parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which such Respondent has resolved its liability to the United States, as of the Effective Date, for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), for "matters addressed" as defined above.

34. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to initiation of such suit or claim. Each Respondent shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days of service of the complaint or claim upon such Respondent. In addition, each Respondent shall notify EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

XIV. PARTIES BOUND

35. This Settlement Agreement shall apply to and be binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

36. This Settlement Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the list of Respondents and addresses.

"Appendix B" is the map of the Site.

"Appendix C" is the list of Respondents and payment amounts.

XVI. PUBLIC COMMENT

37. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw or withhold its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

38. This Settlement Agreement is subject to the approval of the Attorney General or his designee in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4) and such approval will be obtained prior to EPA notifying Respondents of the effectiveness of this Settlement Agreement.

XVIII. EFFECTIVE DATE

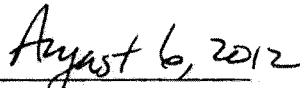
39. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice to Respondents that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By: 

Walter Mugdan, Director
Emergency and Remedial Response Division
Region 2


Date

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

AMERICAN AXLE & MANUFACTURING INC.

Name of Respondent

Mark Williams

Signature

5/20/11

Date

MARK WILLIAMS

Printed Name

MANAGER OF ENVIRONMENTAL AFFAIRS

Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

Amersham Health, Inc.
Name of Respondent

[Signature]
Signature

6-14-11
Date

Vito Pulito
Printed Name

Vice President + Treasurer
Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

Bishop & Assoc. Inc.
Name of Respondent
[Signature]
Signature

6-24-12
Date

Thomas Robinson
Printed Name

Vice-President
Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

City of San Diego
Name of Respondent

Donald R. Worley
Signature

6/6/11
Date

Donald R. Worley
Printed Name

Assistant City Attorney
Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

County Board of Arlington, Virginia
Name of Respondent

Barbara M. Donnell
Signature

July 13, 2011
Date

Barbara M. Donnellan
Printed Name

County Manager
Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

Genesys Health System

Name of Respondent

[Signature]

Signature

6/3/10

Date

CHRISTOPHER J. PALAZZOLO

Printed Name

SR VP & COO

Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

INGOT METAL COMPANY LIMITED

Name of Respondent

D. Shore
Signature

May 25 2011
Date

DAVID SHORE
Printed Name

Partner
Title of Signatory

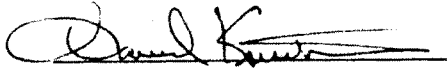
In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

Purina Mills LLC

Name of Respondent



Signature

5-31-11

Date

Daniel Knutson

Printed Name

Sr. V.P. and CFC

Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

ENERGY SOLUTIONS SERVICES, INC.

SUCCESSOR BY MERGER TO SCIENTIFIC ECOLOGY GROUP, INC.

Name of Respondent

[Signature]
Signature

July 1, 2011
Date

Russell Workman
Printed Name

Deputy General Counsel
Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

Triumvirate Environmental, Inc. (as Successor to Geochem, Inc.)

Name of Respondent

Signature

Date

12/7/11

Printed Name

DONALD YOUNG

CHIEF OPERATING OFFICER

Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

Waste Management of Michigan, Inc.
Name of Respondent

Linda J. Smith
Signature

4/30/12
Date

Linda J. Smith
Printed Name

Vice President & Secretary
Title of Signatory

In the Matter of the Mercury Refining Superfund Site, Administrative Settlement Agreement and Order, Index No. CERCLA-02-2011-2012

CONSENT

The Respondent identified below has had an opportunity to confer with EPA regarding this Administrative Settlement Agreement and Order on Consent. Respondent hereby consents to the issuance of this Administrative Settlement Agreement and Order on Consent and to its terms. The individual executing this Administrative Settlement Agreement and Order on Consent on behalf of the Respondent certifies under penalty of perjury under the laws of the United States that he or she is fully and legally authorized to agree to the terms and conditions of this Administrative Settlement Agreement and Order on Consent and to bind such Respondent thereto.

Shred-A-Can Recyclers, Ltd.
Name of Respondent

[Signature]
Signature

JUNE 8, 2012
Date

JEFFREY COHEN
Printed Name

V.P. OPERATIONS
Title of Signatory

APPENDIX A





**Mercury Refining Superfund Site
Administrative Settlement Agreement and Order on Consent
CERCLA-02-2011-2012**

**APPENDIX A
LIST OF RESPONDENTS AND ADDRESSES**

American Axle & Manufacturing, Inc.
Christopher Connoly
Corporate Counsel
American Axle & Manufacturing, Inc.
One Dauch Drive
Detroit, MI 48211-1198

Amersham Health, Inc.
(as successor to Sterling Pharmaceuticals, Inc.)
Susan Herald
EHS Compliance Counsel
c/o GE Healthcare
9900 West Innovation Drive, RP-2131
Wauwatosa, WI 53226

Bishop & Associates, Inc.
Pierre Cassagnor, President
Bishop & Associates, Inc.
1608 Bush Street, 2nd Floor
Baltimore, MD 21230

City of San Diego
Don Worley
Assistant City Attorney
City of San Diego
1200 3rd Avenue
11th Floor
San Diego, CA 92101

County Board of Arlington
Barbara Donnellan
County Manager
County Board of Arlington
2100 Clarendon Blvd.
Suite 302
Arlington, VA 22204

Energy Solutions Services, Inc. (as successor to Scientific Ecology Group, Inc.)
Russ Workman
Deputy General Counsel
Energy Solutions, LLC
423 West 300 South
Suite 200
Salt Lake City, UT 84101

Genesys Regional Medical Center
Betsy Aderholdt, President
Genesys Regional Medical Center
One Genesys Parkway
Grand Blanc, MI 48439

Ingot Metal Company, Ltd.
David Shore
Ingot Metal Company, Ltd.
111 Fenmar Drive
North York, ON M9L 1M3
Canada

Purina Mills, LLC
Mary Wilson
Assistant General Counsel
Land-O-Lakes, Inc.
1200 County Road F West
Mailbox 2500
Arden Hills, MN 55112

Shred-A-Can Recyclers, Ltd.
Jeff Cohen
Shred-A-Can Recyclers, Ltd
3815 90th Avenue, SE
Calgary, AB T2C 2S5
Canada

Triumvirate Environmental, Inc.
(as successor to Geochem, Inc.)

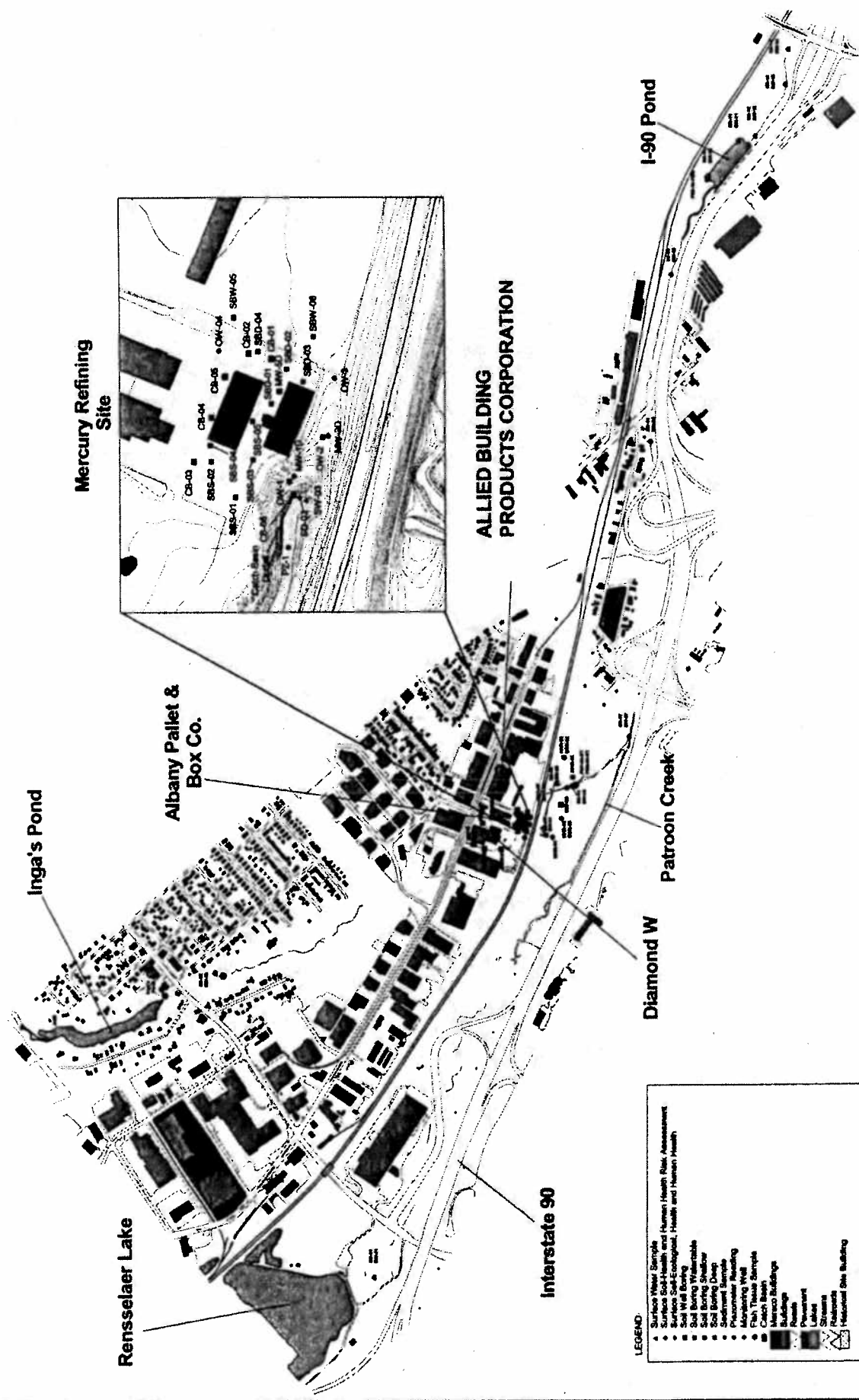
John McQuillan, Jr
Triumvirate Environmental, Inc.
101 Wallace Street
Winchester, MA 01890

Waste Management of Michigan, Inc.

Steven M. Morgan
VP and Assistant General Counsel
Regulatory/HSE
Waste Management, Inc..
1001 Fannin Street
Houston, TX 77002

APPENDIX B





APPENDIX C





**Mercury Refining Superfund Site
Administrative Settlement Agreement and Order on Consent
CERCLA-02-2011-2012**

**APPENDIX C
RESPONDENT PAYMENT AMOUNTS**

| Respondent | Payment Amounts |
|--|------------------------|
| American Axle & Manufacturing, Inc. | \$ 3,974.94 |
| Amersham Health, Inc. (as successor to Sterling Pharmaceuticals, Inc.) | \$ 3,963.26 |
| Bishop & Associates, Inc. | \$ 9,152.82 |
| City of San Diego | \$ 2,983.10 |
| County Board of Arlington Virginia | \$ 8,509.28 |
| Energy Solutions Services, Inc. (as successor to Scientific Ecology Group, Inc.) | \$ 8,085.48 |
| Genesys Regional Medical Center | \$ 1,223.03 |
| Ingot Metal Company, Ltd. | \$ 4,006.02 |
| Purina Mills, LLC | \$ 436.61 |
| Shred-A-Can Recyclers, Ltd. | \$ 3,486.79 |
| Triumvirate Environmental, Inc. (as successor to Geochem, Inc.) | \$ 32,648.99 |
| Waste Management of Michigan, Inc. | \$ 558.17 |

